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SONESTA INTERNATIONAL HOTELS
7 CORPORATION and ZACHARI
MATEEV
8

9 UNITED STATES DISTRICT COURT

10 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

11 DESTINEE HARRISON, an individual;
and FRANK ROLDAN, SR., an
12 individual,

13 Plaintiffs,

14 vs.

15 SONESTA INTERNATIONAL HOTELS
CORPORATION, a Maryland
16 corporation; ZACHARI MATEEV, an
individual; and DOES 1 through 100,
17 inclusive,

18 Defendants.
19

Case No.: 2:23-cv-04867 SB (RAOx)

**STIPULATED PROTECTIVE
ORDER**

Hon. Rozella A. Oliver

20 **I. PURPOSES AND LIMITATIONS**

21 Discovery in this action is likely to involve production of confidential,
22 proprietary, or private information for which special protection from public disclosure
23 and from use for any purpose other than prosecuting this litigation may be warranted.
24 Accordingly, the parties hereby stipulate to and petition the Court to enter the
25 following Stipulated Protective Order. The parties acknowledge that this Order does
26 not confer blanket protections on all disclosures or responses to discovery and that
27 the protection it affords from public disclosure and use extends only to the limited
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1 information or items that are entitled to confidential treatment under the applicable
2 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
3 that this Stipulated Protective Order does not entitle them to file confidential
4 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
5 followed and the standards that will be applied when a party seeks permission from
6 the court to file material under seal.

7 **II. GOOD CAUSE STATEMENT**

8 Defendants contend this action is likely to involve trade secrets, customer/guest
9 information and/or other sensitive/valuable research, development, commercial,
10 financial, technical and/or proprietary information for which special protection from
11 public disclosure and from use for any purpose other than prosecution of this action
12 is warranted. Such confidential and proprietary materials and information consist of,
13 among other things, confidential business or financial information, information
14 regarding confidential business practices, or other confidential research,
15 development, or commercial information (including information implicating privacy
16 rights of third parties), information otherwise generally unavailable to the public, or
17 which may be privileged or otherwise protectable under Federal Rule of Civil
18 Procedure 26.. Accordingly, to expedite the flow of information, to facilitate the
19 prompt resolution of disputes over confidentiality of discovery materials, to
20 adequately protect information the parties are entitled to keep confidential, to ensure
21 that the parties are permitted reasonable necessary uses of such material in preparation
22 for trial, to address their handling at the end of the litigation, and serve the ends of
23 justice, a protective order for such information is justified in this matter. It is the intent
24 of the parties that information will not be designated as confidential for tactical
25 reasons and that nothing be so designated without a good faith belief that it has been
26 maintained in a confidential, non-public manner, and there is good cause why it
27 should not be part of the public record of this case.

1 **III. DEFINITIONS**

2 A. Action: This pending federal law suit was removed from Superior Court
3 of the State of California, Los Angeles Case No. 23TRCV01216 and has
4 Case No. 2:23-cv-04867 SB (RAOx).

5 B. Challenging Party: A Party or Non-Party that challenges the designation
6 of information or items under this Order.

7 C. “CONFIDENTIAL” Information or Items: Information (regardless of
8 how it is generated, stored or maintained) or tangible things that qualify for protection
9 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
10 Cause Statement.

11 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 E. Designating Party: A Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 F. Disclosure or Discovery Material: All items or information, regardless
17 of the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 G. Expert: A person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as
22 an expert witness or as a consultant in this Action.

23 H. House Counsel: Attorneys who are employees of a party to this Action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 I. Non-Party: Any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.

1 J. Outside Counsel of Record: Attorneys who are not employees of a party
2 to this Action but are retained to represent or advise a party to this Action and have
3 appeared in this Action on behalf of that party or are affiliated with a law firm which
4 has appeared on behalf of that party, and includes support staff.

5 K. Party: Any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 L. Producing Party: A Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 M. Professional Vendors: Persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 N. Protected Material: Any Disclosure or Discovery Material that is
15 designated as "CONFIDENTIAL."

16 O. Receiving Party: A Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 **IV. SCOPE**

19 A. The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or extracted
21 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
22 Protected Material; and (3) any testimony, conversations, or presentations by Parties
23 or their Counsel that might reveal Protected Material.

24 B. Any use of Protected Material at trial shall be governed by the orders of
25 the trial judge. This Order does not govern the use of Protected Material at trial.

26 **V. DURATION**

1 A. Even after final disposition of this litigation, the confidentiality
2 obligations imposed by this Order shall remain in effect until a Designating Party
3 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
4 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
5 with or without prejudice; and (2) final judgment herein after the completion and
6 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
7 including the time limits for filing any motions or applications for extension of time
8 pursuant to applicable law.

9 **VI. DESIGNATING PROTECTED MATERIAL**

10 A. Exercise of Restraint and Care in Designating Material for Protection

11 1. Each Party or Non-Party that designates information or items for
12 protection under this Order must take care to limit any such designation to specific
13 material that qualifies under the appropriate standards. The Designating Party must
14 designate for protection only those parts of material, documents, items, or oral or
15 written communications that qualify so that other portions of the material, documents,
16 items, or communications for which protection is not warranted are not swept
17 unjustifiably within the ambit of this Order.

18 2. Designations that are shown to be clearly unjustified or that have
19 been made for an improper purpose (e.g., to unnecessarily encumber the case
20 development process or to impose unnecessary expenses and burdens on other parties)
21 may expose the Designating Party to sanctions.

22 3. If it comes to a Designating Party's attention that information or
23 items that it designated for protection do not qualify for protection, that Designating
24 Party must promptly notify all other Parties that it is withdrawing the inapplicable
25 designation.

26 B. Manner and Timing of Designations
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1 1. Except as otherwise provided in this Order (*see, e.g.*, Section
2 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
3 Material that qualifies for protection under this Order must be clearly so designated
4 before the material is disclosed or produced.

5 2. Designation in conformity with this Order requires the following:

6 a. For information in documentary form (*e.g.*, paper or
7 electronic documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix at a minimum, the legend
9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
10 contains protected material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the protected
12 portion(s) (*e.g.*, by making appropriate markings in the margins).

13 b. A Party or Non-Party that makes original documents
14 available for inspection need not designate them for protection until after the
15 inspecting Party has indicated which documents it would like copied and produced.
16 During the inspection and before the designation, all of the material made available
17 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
18 identified the documents it wants copied and produced, the Producing Party must
19 determine which documents, or portions thereof, qualify for protection under this
20 Order. Then, before producing the specified documents, the Producing Party must
21 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
22 If only a portion or portions of the material on a page qualifies for protection, the
23 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making
24 appropriate markings in the margins).

25 c. For testimony given in depositions, the Designating Party
26 shall designate as “CONFIDENTIAL” Disclosure or Discovery Material within 30
27 days of receipt of the deposition transcript. Deposition transcripts shall presumptively
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1 be considered to have been designated “CONFIDENTIAL” for a period of 30 days
2 following service of the transcript. In the interim and upon further review of the
3 transcript, the deponent, his or her counsel, or any other party may in good faith re-
4 designate portions of the entirety of the transcript as “CONFIDENTIAL.”. The
5 deponent, his or her counsel or another party designating a transcript or portion as
6 “CONFIDENTIAL” must advise counsel of record and the court reporter of any
7 changes to the original designation. The court reporter shall mark the face of the
8 transcript appropriately. If any portion of a videotaped deposition is designated
9 pursuant to this paragraph, the videocassette, videotape, or CD-ROM container shall
10 be labeled with the appropriate legend. Nothing in this paragraph shall prevent a party
11 from making specific designations on the record during the deposition, and the court
12 reporter shall mark the face of the transcript appropriately in that event. If a Party
13 determines that deposition testimony or portions of a deposition transcript were not
14 correctly designated, the Party shall provide notice to the other litigants that the
15 testimony or transcript was not appropriately designated, and thereafter the Party
16 seeking to preserve or enforce a confidentiality designation shall follow the
17 procedures outlined in Section VII of this Order.

18 d. For information produced in form other than document and
19 for any other tangible items, that the Producing Party affix in a prominent place on
20 the exterior of the container or containers in which the information is stored the legend
21 “CONFIDENTIAL.” If only a portion or portions of the information warrants
22 protection, the Producing Party, to the extent practicable, shall identify the protected
23 portion(s).

24 e. The parties shall not file with the Court any document,
25 object, brief, pleading, discovery or answers to discovery (including interrogatories,
26 requests to produce, or deposition transcripts) which contains Protected Material or
27 information derived from Protected Material, except under seal. The Producing Party
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(or party that requested that the Producing Party designate certain documents as Confidential) will have the burden of providing the Court with any information necessary to support the designation as Confidential Information. That party may not unnecessarily delay with cooperation in filing such a motion, or the designation will be considered voided and waived.

f. A party may, consistent with the provisions of this Order refer to Protected Material in pretrial conferences before the Court, evidentiary hearings, and at trial, and the use of Protected Material in such circumstances shall not affect its status as Confidential. The use of Protected Material at any pre-trial hearing shall be addressed prior to the commencement of such hearing. In the event a witness is scheduled to testify at any hearing prior to trial, the parties agree to meet and confer in advance of the hearing to decide if any precautions are necessary to protect the Producing Party's Protected Material, and if the parties cannot agree, to raise the matter with the Court prior to commencement of the witness's testimony. The Party that is concerned about the use of the Protected Material in question shall be responsible for initiating the aforementioned meet and confer processes and, in the event the Parties do not reach a resolution through the meet and confer process, the Party seeking protections surrounding the use of Protected Material at these proceedings shall raise the issue with the Court.

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1 a. The Receiving Party's Outside Counsel of Record in this
2 Action, as well as employees of said Outside Counsel of Record to whom it is
3 reasonably necessary to disclose the information for this Action;

4 b. The officers, directors, and employees (including House
5 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
6 Action;

7 c. Experts (as defined in this Order) of the Receiving Party to
8 whom disclosure is reasonably necessary for this Action and who have signed the
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 d. The Court and its personnel;

11 e. Court reporters and their staff;

12 f. Professional jury or trial consultants, mock jurors, and
13 Professional Vendors to whom disclosure is reasonably necessary for this Action and
14 who have signed the "Acknowledgment and Agreement to be Bound" attached as
15 Exhibit A hereto;

16 g. The author or recipient of a document containing the
17 information or a custodian or other person who otherwise possessed or knew the
18 information;

19 h. During their depositions, witnesses, and attorneys for
20 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the
21 deposing party requests that the witness sign the "Acknowledgment and Agreement
22 to Be Bound;" and (ii) they will not be permitted to keep any confidential information
23 unless they sign the "Acknowledgment and Agreement to Be Bound," unless
24 otherwise agreed by the Designating Party or ordered by the Court. Pages of
25 transcribed deposition testimony or exhibits to depositions that reveal Protected
26 Material may be separately bound by the court reporter and may not be disclosed to
27 anyone except as permitted under this Stipulated Protective Order; and
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1 i. Any mediator or settlement officer, and their supporting
2 personnel, mutually agreed upon by any of the parties engaged in settlement
3 discussions.

4 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
5 **PRODUCED IN OTHER LITIGATION**

6 A. If a Party is served with a subpoena or a court order issued in other
7 litigation that compels disclosure of any information or items designated in this Action
8 as “CONFIDENTIAL,” that Party must:

9 1. Promptly notify in writing the Designating Party. Such
10 notification shall include a copy of the subpoena or court order;

11 2. Promptly notify in writing the party who caused the subpoena or
12 order to issue in the other litigation that some or all of the material covered by the
13 subpoena or order is subject to this Protective Order. Such notification shall include
14 a copy of this Stipulated Protective Order; and

15 3. Cooperate with respect to all reasonable procedures sought to be
16 pursued by the Designating Party whose Protected Material may be affected.

17 B. If the Designating Party timely seeks a protective order, the Party served
18 with the subpoena or court order shall not produce any information designated in this
19 action as “CONFIDENTIAL” before a determination by the Court from which the
20 subpoena or order issued, unless the Party has obtained the Designating Party’s
21 permission. The Designating Party shall bear the burden and expense of seeking
22 protection in that court of its confidential material and nothing in these provisions
23 should be construed as authorizing or encouraging a Receiving Party in this Action to
24 disobey a lawful directive from another court.

**X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1 1. By stipulating to the entry of this Protective Order, no Party
2 waives any right it otherwise would have to object to disclosing or producing any
3 information or item on any ground not addressed in this Stipulated Protective Order.
4 Similarly, no Party waives any right to object on any ground to use in evidence of any
5 of the material covered by this Protective Order.

6 C. Filing Protected Material

7 1. A Party that seeks to file under seal any Protected Material must
8 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
9 pursuant to a court order authorizing the sealing of the specific Protected Material at
10 issue. If a Party's request to file Protected Material under seal is denied by the Court,
11 then the Receiving Party may file the information in the public record unless
12 otherwise instructed by the Court.

13 **XIV. FINAL DISPOSITION**

14 A. After the final disposition of this Action, as defined in Section V, within
15 sixty (60) days of a written request by the Designating Party, each Receiving Party
16 must return all Protected Material to the Producing Party or destroy such material. As
17 used in this subdivision, "all Protected Material" includes all copies, abstracts,
18 compilations, summaries, and any other format reproducing or capturing any of the
19 Protected Material. Whether the Protected Material is returned or destroyed, the
20 Receiving Party must submit a written certification to the Producing Party (and, if not
21 the same person or entity, to the Designating Party) by the 60 day deadline that (1)
22 identifies (by category, where appropriate) all the Protected Material that was returned
23 or destroyed and (2) affirms that the Receiving Party has not retained any copies,
24 abstracts, compilations, summaries or any other format reproducing or capturing any
25 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
26 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
27 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
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1 reports, attorney work product, and consultant and expert work product, even if such
2 materials contain Protected Material. Any such archival copies that contain or
3 constitute Protected Material remain subject to this Protective Order as set forth in
4 Section V.

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1 B. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

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5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7 **CARPENTER & ZUCKERMAN**

8
9 Dated: October 31, 2023

By: /s/ John P. Kristensen

10 John P. Kristensen, Esq.
11 Benjamin G. Berkley, Esq.
12 Pejman Ben-Cohen, Esq.
13 Attorneys for Plaintiffs
14 DESTINEE HARRISON
15 FRANK ROLDAN, SR

16
17 **COZEN O'CONNOR**

18
19 Dated: October 31, 2023

By: /s/ David A. Shimkin

20 David A. Shimkin, Esq.
21 Jaynee Mathis, Esq.
22 Attorneys for Defendants
23 SONESTA INTERNATIONAL
24 HOTELS CORPORATION and
25 ZACHARI MATEEV

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27 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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Dated: November 3, 2023


HONORABLE ROZELLA A. OLIVER
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have
read in its entirety and understand the Stipulated Protective Order that was issued by
the United States District Court for the Central District of California on [DATE] in
the case of *Destinee Harrison, an individual; and Frank Roldan Sr., an individual v.*
Sonesta International Hotels Corporation, a Maryland corporation; Zachari
Mateev, an individual; and DOES 1 through 100, pending in the United
States District Court for the Central District of California, Western Division, Case
No. 2:23-cv-04867-SB-RAO. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type

1 full name] of _____ [print or type full address and
2 telephone number] as my California agent for service of process in connection with
3 this action or any proceedings related to enforcement of this Stipulated Protective
4 Order.
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6 Date: _____
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8 City and State where sworn and signed: _____

9 Printed Name: _____
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11 Signature: _____
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